

ASSIGNMENT

WHEREAS I, am an inventor or co-inventor (with the persons listed below) of an invention that is the subject of a patent application ("Application") which is entitled CBI Antagonist Compounds, containing 168 pages, and which:

☐ is being filed:

☒ was filed:

☒ in the United States Patent and Trademark Office

☐ in the United Kingdom Patent Office

☐ in the European Patent Office

☐ in the Spanish Patent Office as a European Application

☐ as an international application under the Patent Cooperation Treaty ("PCT"), with:

☐ United States Patent and Trademark Office acting as Receiving Office, or

☐ International Bureau acting as Receiving Office;

on December 23, 2003 and accorded serial number 60/532247;

and

WHEREAS ELI LILLY AND COMPANY, an Indiana corporation having its principal place of business at Lilly Corporate Center, Indianapolis, Indiana 46285, wishes to acquire the entire interest in all inventions disclosed in such Application;

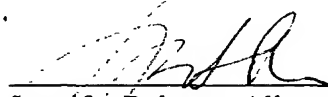
NOW, THEREFORE, in consideration of my employment, any agreements related thereto, or other good and valuable consideration, the receipt of which is hereby acknowledged, I hereby assign to Eli Lilly and Company, its successors and assigns (collectively "Lilly") my entire right, title and interest in, to and under the Application, including all priority rights for other countries arising therefrom, all inventions therein disclosed, and any and all present or future patent applications to such inventions that may be filed in any country, inclusive of, but not limited to, continuations, continuations-in-part, divisions, substitutions, reexaminations, reissues, international applications filed under the PCT, United States provisional patent applications, subsequent United States provisional patent applications claiming some or all of this invention, certificates of addition, utility models, petty patents, as well as all other intellectual property related to the Application, inclusive of, but not limited to, supplementary protection certificates; and any related patent term extensions which may be granted for Letters Patent with respect to the Application; all of the above to be held and enjoyed by Lilly for its own use and enjoyment to the full end of the term or terms for which such Letters Patent and related intellectual property rights may be granted, as fully and entirely as the same would have been held and enjoyed by me had this Assignment and sale to Lilly not been made.

For myself and for my heirs, successors and legal representatives, I covenant that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this Assignment.

For myself and for my heirs, successors and legal representatives, I further covenant and agree with Lilly that upon request I and they will, without further consideration than that now paid, but at the expense of Lilly: (i) execute original, provisional, substitute, continuation, divisional, continuation-in-part, reexamined, or reissued applications, amended specifications, or rightful declarations or oaths for such application; (ii) communicate to Lilly any facts known to me or them relating to such inventions or the history thereof; (iii) execute preliminary statements and testify in any interference proceedings, litigation discovery proceedings and depositions, oppositions, cancellation proceedings, priority contests, public use proceedings, administrative agency proceedings, litigation and other court actions and the like; (iv) execute and deliver any application papers, affidavits, declarations, assignments, or other instruments; and (v) do all other acts which, in the opinion of counsel for Lilly, may be necessary or desirable to secure the grant of Letters Patent and related intellectual property to Lilly or its nominees, in the United States and in all other countries where Lilly may desire to have such inventions, or any of them, patented, with specifications and claims in such form as shall be approved by counsel for Lilly and to vest and confirm in Lilly or its nominees the full and complete legal and equitable title to all such Letters Patent and related intellectual property.

IN WITNESS WHEREOF I have executed this assignment on the date indicated below.

2-17-04
Date




Jennifer Rebecca Allen, Co-Inventor
5886 North Delaware Street
Indianapolis, Indiana 46220
United States Citizenship

UNITED STATES OF AMERICA

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public for Marion County, State of Indiana, personally appeared Jennifer Rebecca Allen and acknowledged the execution of the foregoing instrument this 17th day of February, 2004.



Notary Public
Commission Expires: _____

Cheryl A. Karres, Notary Public
Resident of Marion County
My Commission Expires:
May 10, 2007

ASSIGNMENT

WHEREAS I, am an inventor or co-inventor (with the persons listed below) of an invention that is the subject of a patent application ("Application") which is entitled CB1 Antagonist Compounds, containing 168 pages, and which:

☐ is being filed:

☒ was filed:

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NOW, THEREFORE, in consideration of my employment, any agreements related thereto, or other good and valuable consideration, the receipt of which is hereby acknowledged, I hereby assign to Eli Lilly and Company, its successors and assigns (collectively "Lilly") my entire right, title and interest in, to and under the Application, including all priority rights for other countries arising therefrom, all inventions therein disclosed, and any and all present or future patent applications to such inventions that may be filed in any country, inclusive of, but not limited to, continuations, continuations-in-part, divisions, substitutions, reexaminations, reissues, international applications filed under the PCT, United States provisional patent applications, subsequent United States provisional patent applications claiming some or all of this invention, certificates of addition, utility models, petty patents, as well as all other intellectual property related to the Application, inclusive of, but not limited to, supplementary protection certificates; and any related patent

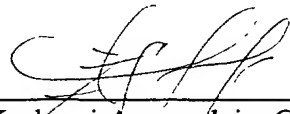
term extensions which may be granted for Letters Patent with respect to the Application; all of the above to be held and enjoyed by Lilly for its own use and enjoyment to the full end of the term or terms for which such Letters Patent and related intellectual property rights may be granted, as fully and entirely as the same would have been held and enjoyed by me had this Assignment and sale to Lilly not been made.

For myself and for my heirs, successors and legal representatives, I covenant that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this Assignment.

For myself and for my heirs, successors and legal representatives, I further covenant and agree with Lilly that upon request I and they will, without further consideration than that now paid, but at the expense of Lilly: (i) execute original, provisional, substitute, continuation, divisional, continuation-in-part, reexamined, or reissued applications, amended specifications, or rightful declarations or oaths for such application; (ii) communicate to Lilly any facts known to me or them relating to such inventions or the history thereof; (iii) execute preliminary statements and testify in any interference proceedings, litigation discovery proceedings and depositions, oppositions, cancellation proceedings, priority contests, public use proceedings, administrative agency proceedings, litigation and other court actions and the like; (iv) execute and deliver any application papers, affidavits, declarations, assignments, or other instruments; and (v) do all other acts which, in the opinion of counsel for Lilly, may be necessary or desirable to secure the grant of Letters Patent and related intellectual property to Lilly or its nominees, in the United States and in all other countries where Lilly may desire to have such inventions, or any of them, patented, with specifications and claims in such form as shall be approved by counsel for Lilly and to vest and confirm in Lilly or its nominees the full and complete legal and equitable title to all such Letters Patent and related intellectual property.

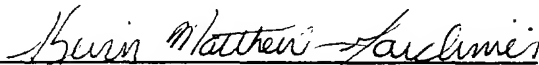
IN WITNESS WHEREOF I have executed this assignment on the date indicated below.

2/4/04
Date



Albert Kudzovi Amegadzie, Co-Inventor
10569 Camille Court
Indianapolis, Indiana 46236
Canadian Citizenship

2/4/2004
Date



Kevin Matthew Gardinier, Co-Inventor
7278 North Hawthorne Lane
Indianapolis, Indiana 46250
United States Citizenship

2/10/04.

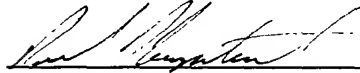
Date



Stephen Andrew Hitchcock, Co-Inventor
 1484 Stormy Ridge Court
 Carmel, Indiana 46032
 United States Citizenship

2/4/04

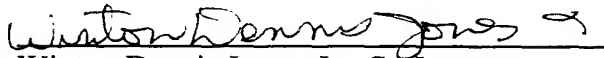
Date



Paul J. Hoogestraat, Co-Inventor
 454 E. 10th Street
 Indianapolis, Indiana 46202
 United States Citizenship

2/4/04

Date



Winton Dennis Jones, Jr., Co-Inventor
 1227 East 126th Street
 Carmel, Indiana 46033
 United States Citizenship

2/4/04

Date



Daryl Lynn Smith, Co-Inventor
 11840 Ashton Drive
 Fishers, Indiana 46038
 United States Citizenship

UNITED STATES OF AMERICA

STATE OF INDIANA)
) SS:
 COUNTY OF MARION)

Before me, a Notary Public for Marion County, State of Indiana, personally appeared Jennifer Rebecca Allen, Albert Kudzovi Amegadzie, Kevin Matthew Gardinier, George Stuart Gregory, ~~Stephen Andrew Hitchcock~~, Paul J. Hoogestraat, Winton Dennis Jones, Jr., and Daryl Lynn Smith and acknowledged the execution of the foregoing instrument this 4th day of February, 2004.



Notary Public


Commission Expires: _____

Cheryl A. Karres, Notary Public
Resident of Marion County
My Commission Expires:
May 10, 2007

UNITED STATES OF AMERICA

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public for Marion County, State of Indiana, personally appeared Stephen Andrew Hitchcock and acknowledged the execution of the foregoing instrument this 10th day of February, 2004.



Notary Public
Commission Expires: _____

Cheryl A. Karres, Notary Public
Resident of Marion County
My Commission Expires:
May 10, 2007

ASSIGNMENT

WHEREAS I, am an inventor or co-inventor (with the persons listed below) of an invention that is the subject of a patent application ("Application") which is entitled CB1 Antagonist Compounds, containing 168 pages, and which:

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☒ was filed:

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NOW, THEREFORE, in consideration of my employment, any agreements related thereto, or other good and valuable consideration, the receipt of which is hereby acknowledged, I hereby assign to Eli Lilly and Company, its successors and assigns (collectively "Lilly") my entire right, title and interest in, to and under the Application, including all priority rights for other countries arising therefrom, all inventions therein disclosed, and any and all present or future patent applications to such inventions that may be filed in any country, inclusive of, but not limited to, continuations, continuations-in-part, divisions, substitutions, reexaminations, reissues, international applications filed under the PCT, United States provisional patent applications, subsequent United States provisional patent applications claiming some or all of this invention, certificates of addition, utility models, petty patents, as well as all other intellectual property related to the Application, inclusive of, but not limited to, supplementary protection certificates; and any related patent term extensions which may be granted for Letters Patent with respect to the Application; all of the above to be held and enjoyed by Lilly for its own use and enjoyment to the full end of the term or terms for which such Letters Patent and related intellectual property rights may be granted, as fully and entirely as the same would have been held and enjoyed by me had this Assignment and sale to Lilly not been made.

For myself and for my heirs, successors and legal representatives, I covenant that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this Assignment.

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IN WITNESS WHEREOF I have executed this assignment on the date indicated below.

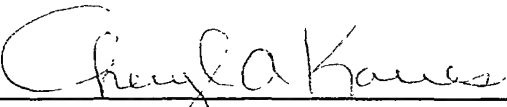
2-5-04
Date


George Stuart Gregory, Co-Inventor
6295 Valleyview Drive
Fishers, Indiana 46038
United States Citizenship

UNITED STATES OF AMERICA

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public for Marion County, State of Indiana, personally appeared George Stuart Gregory and acknowledged the execution of the foregoing instrument this 5th day of February, 2004.


Notary Public
Commission Expires: _____

Cheryl A. Karres, Notary Public
Resident of Marion County
My Commission Expires:
May 10, 2007